

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

JAMES TICKELL, LIQUIDATOR OF
THIRDSPACE LIVING LIMITED,

Plaintiff,

v.

BROADBAND MANAGEMENT
SOLUTIONS, LLC, a Delaware Limited ,
Liability Company and
C-COR CORPORATION,
a Pennsylvania corporation

Defendants.

Civil Action No. 06-_____

Jury Trial Demanded

COMPLAINT

For his Complaint against Broadband Management Solutions, LLC (“BMS”) and C-Cor Corporation (“C-Cor”), James Tickell, Liquidator of Thirdspace Living Limited, alleges the following.

THE PARTIES

1. Plaintiff James Tickell (the “Liquidator”) is a citizen of the United Kingdom residing in the United Kingdom. He is the Liquidator of Thirdspace Living Limited (“Thirdspace”) pursuant to the laws of the United Kingdom under the Insolvency Act of 1986.
2. Thirdspace is a corporation formed under the laws of the United Kingdom. It is in liquidation proceedings pursuant to the laws of the United Kingdom under the Insolvency Act of 1986. Its former principal place of business was in Maidenhead, United Kingdom.
3. In June 2003 the Liquidator was appointed by the stockholders and creditors of Thirdspace to act as Liquidator, in which position he has full control of Thirdspace’s business and affairs and has full authority to act on its behalf.

4. As Liquidator of Thirdspace, the Liquidator has no financial interest in the proceeds that he seeks to recover through this litigation. Rather, he is acting on behalf of creditors of Thirdspace, to whom substantial sums are owed, and any recovery that he receives through this litigation, with the exception of the costs of the litigation, will be turned over to such creditors.

5. Defendant BMS is a corporation formed under the laws of the State of Delaware.

6. Defendant C-Cor is a corporation formed under the laws of the State of Pennsylvania with its principal place of business in Pennsylvania.

JURISDICTION

7. The Court has jurisdiction over this action by virtue of 28 U.S.C. § 1332(a)(2), in that this is an action between a subject of a foreign state and a citizen of a state, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

8. Defendant BMS is subject to the personal jurisdiction of this Court because it is a Delaware corporation, whose registered agent in the state of Delaware is Corporation Trust Company, Corporation Trust Center, 1209 Orange Street Wilmington Delaware, 19801.

9. Defendant C-Cor is subject to the personal jurisdiction of this Court because it transacts business and contracts to supply goods and services in the State of Delaware, both directly and through subsidiaries with whom C-Cor has such a unity of interest and ownership that separate personalities no longer exist.

FACTS

10. As of October 2000, Thirdspace and nCube jointly owned certain United States Patents, including patent nos. 5,623,595 (the “’595 Patent”), which relates to “method and apparatus for transparent, real time reconstruction of corrupted data in a redundant array data storage system”), and 5,805,804 (the “’804 Patent”), which relates to “method and apparatus for scalable, high bandwidth storage retrieval and transportation of multimedia data on a network” (collectively the “Patents”).

11. In November 2000, nCube advised Thirdspace that nCube desired to commence patent infringement litigation relating to the Patents against SeaChange International Inc. (“SeaChange”).

12. SeaChange had previously commenced patent litigation against nCube in this Court, on June 13, 2000, *see SeaChange International Inc. v. nCube Corp.*, Civil Action No. 00-568 JJF (D. Del.), which was one of the reasons why nCube desired to commence patent infringement litigation against SeaChange. Thirdspace was not a party to that action filed by SeaChange.

13. In order to establish an agreed-upon allocation of rights and responsibilities with respect to the legal action that nCube intended to commence against SeaChange for infringement of either or both of the Patents, Thirdspace and nCube entered into a written agreement entitled “Patent Licensing Agreement between nCube and Thirdspace” in November 2000 (the “Agreement”).

14. A true and correct copy of the Agreement is attached hereto as Exhibit A.

15. Thirdspace executed the Agreement on November 14, 2000, and nCube executed the Agreement on November 26, 2000.

16. In the Agreement, Thirdspace agreed it would not assign its rights to the patents to SeaChange.

17. In consideration for this Agreement, nCube agreed:

nCube will pay to Thirdspace forty percent (40%) of any cash damages actually received by nCube as a result of any patent infringement litigation brought by nCube against SeaChange under the Patents, without any cost of such litigation accruing to, borne by or payable by Thirdspace.

18. The Agreement is a fully valid, binding, and enforceable contract that obligates Thirdspace and nCube and their successors in interest to comply with its terms and provisions.

19. Thirdspace performed any and all of its obligations and conditions precedent as required by the Agreement.

20. nCube commenced a patent infringement lawsuit relating to the Patents against SeaChange in this Court on January 8, 2001. *See nCube Corp. v. SeaChange International Inc.*, Civil Action No. 01-11 JJF (D. Del.) (the “nCube Patent Litigation”).

21. At the conclusion of a jury trial in the nCube Patent Litigation, the jury returned a verdict in favor of nCube on May 29, 2002 (D.I. 128 in the nCube Patent Litigation). Judgment was entered in favor of nCube in the nCube Patent Litigation on July 2, 2002 (D.I. 142).

22. Following post-trial briefing in the nCube Patent Litigation, in an order dated March 31, 2003, the Court (a) awarded enhanced damages in favor of nCube and against SeaChange in the amount of \$4,071,658.00; (b) awarded nCube prejudgment interest in the amount of \$62,101.00; (c) awarded nCube 2/3 of the attorneys’ fees and costs that it had incurred, in the amount of \$1,839,852.30; and (d) awarded nCube post-judgment interest in an amount to be determined (D.I. 182).

23. On December 31, 2004, C-Cor acquired nCube. According to C-Cor's press release and form 8-k announcing the acquisition, nCube was merged into BMS, a wholly owned subsidiary of C-Cor, with BMS as the surviving entity.

24. Following the merger, however, C-Cor substituted itself for nCube as the real party in interest in the nCube Patent Litigation, and represented to this Court and the United States Court of Appeals for the Federal Circuit that C-Cor was the successor in interest to nCube.

25. Both C-Cor and SeaChange appealed from the judgment to the Court of Appeals for the Federal Circuit (D.I. 184, 189). The Court of Appeals affirmed this Court's judgment (D.I. 196).

26. In an order dated April 6, 2006, the Court revised its March 31, 2003 order, and award nCube (now C-Cor) (a) enhanced damages in the amount of \$5,575,310.00; (b) prejudgment interest in the amount of \$62,101.00; (c) 2/3 of the attorneys' fees and costs that it had incurred, in the amount of \$1,839,852.30; and (d) post-judgment interest in the amount of \$527,822.00 for the period July 2, 2002 through March 17, 2006, plus prejudgment interest in the amount of \$460.00 per day from March 18, 2006 through the date of payment of the judgment amount (D.I. 201). These damages only covered the infringement by SeaChange of the Patents through 2002.

27. In C-Cor's 2006 Annual Report, C-Cor reported that on April 20, 2006 SeaChange paid C-Cor and/or BMS \$8,021,000 pursuant to the award entered by the district court.

28. Upon information and belief, C-Cor and BMS continue to seek damages from SeaChange regarding its infringement of the Patents since 2002. The Liquidator fully reserves his right to seek 40% of the proceeds from such efforts in the future.

29. The Liquidator, acting on behalf of Thirdspace, has requested that C-Cor and/or BMS pay over to the Liquidator 40% of the monies that C-Cor has received from SeaChange as a result of the judgment entered in the nCube Patent Litigation. C-Cor and/or BMS, however, have refused to pay.

CLAIM FOR RELIEF – BREACH OF CONTRACT

30. The Liquidator incorporates the preceding paragraphs of this Complaint as if they were set forth in full.

31. The monies that SeaChange has paid to C-Cor and/or BMS as a result of the judgment entered in the nCube Patent Litigation constitute “cash damages actually received by nCube as a result of” the nCube Patent Litigation as that phrase is used in the Agreement.

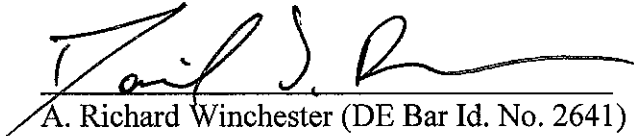
32. The Liquidator is contractually entitled under the Agreement, on behalf of Thirdspace, to receive 40% of the “cash damages actually received by nCube as a result of” the nCube Patent Litigation.

33. The failure by Defendants to pay the Liquidator (acting on behalf of Thirdspace) 40% of the “cash damages actually received by nCube as a result of” the nCube Patent Litigation constitutes a breach of the contractual obligations of C-Cor to Thirdspace (and hence to the Liquidator) under the Agreement.

34. As a result of the breach by C-Cor of its contractual obligations to Thirdspace (and hence to the Liquidator) under the Agreement, the Liquidator (and hence Thirdspace) has been harmed in an amount equal to forty percent of the cash damages received from SeaChange (based on the amount reportedly received by C-Cor, this amounts to \$3,208,400.00) together with prejudgment interest on that amount, calculated from the date when C-Cor and/or BMS received payment of such monies.

WHEREFORE, plaintiff James Tickell, Liquidator of Thirdspace Living Limited, requests that judgment be entered in his favor and against defendant C-Cor and BMS, jointly and severally in the amount of 40% of the monies that Defendants received from SeaChange as a result of the judgment entered in the nCube Patent Litigation, together with prejudgment interest on that amount, calculated from the date when Defendants received payment of such monies, and such other relief as may be appropriate.

MCCARTER & ENGLISH, LLP



A. Richard Winchester (DE Bar Id. No. 2641)

Daniel J. Brown (DE Bar Id. No. 4688)

Renaissance Centre

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(302) 984-6300

Of Counsel:

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WARGO & FRENCH LLP

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Suite 2020

Atlanta, GA 30309

(404) 853-1500

Dated: August 15, 2007

Attorneys for Plaintiff

James Tickell, as Liquidator of Thirdspace
Living Limited

6649026_1.DOC

EXHIBIT A

02/02/2003 15:04 FAX 503 645 1737

nCUBE

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**Patent Licensing Agreement between
nCUBE and Thirdspace**

Whereas nCube and Thirdspace jointly own U.S. Patent 5,623,595 ("Method and apparatus for transparent, real time reconstruction of corrupted data in a redundant array data storage system") and U.S. Patent 5,805,804 ("Method and apparatus for scalable, high bandwidth storage retrieval and transportation of multimedia data on a network")(collectively, the "Patents"), and

Whereas nCube and Thirdspace each have full and independent rights to license the Patents, and

Whereas nCube desires to pursue legal action or remedy on the Patents against SeaChange International ("SeaChange"), and

Whereas nCube desires assurance from Thirdspace that Thirdspace will not assign, license or otherwise grant to SeaChange any interest in the Patents nor will Thirdspace independently commence a patent infringement action against SeaChange relating to the Patents,

Now therefore, the parties agree as follows:

Thirdspace hereby agrees that it will not assign, license or otherwise grant to SeaChange any interest in the Patents nor will Thirdspace independently commence a patent infringement action against SeaChange relating to the Patents prior to the later of the third anniversary of the date of this Agreement or upon completion of any patent infringement action relating to the Patents and initiated by nCube against SeaChange.

As consideration for the foregoing, the parties agree as follows:

- 1) nCube will pay to Thirdspace forty percent (40%) of any cash damages actually received by nCube as a result of any patent infringement litigation brought by nCube against SeaChange under the Patents, without any cost of such litigation accruing to, borne by or payable by Thirdspace.
- 2) If, in any patent infringement litigation brought by nCube against SeaChange under the Patents, it is determined by the court that Thirdspace is a necessary party to the litigation, Thirdspace consents to be joined and to have the claims proceed on its behalf as well as nCube's, in joint representation at nCube's expense.
- 3) Any patent infringement litigation brought by nCube against SeaChange under the Patents will not be compromised or settled without the consent of Thirdspace. If during the course of any such litigation Thirdspace determines in its sole discretion that it should intervene or otherwise appear to protect its rights, nCube will not oppose such an application.

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- 4) In the event that, as a result of any action taken by nCube against SeaChange, any claim of the Patents is found invalid, nCube agrees to pay an amount to Thirdspace to reasonably compensate it for the reduction in, or destruction of, the value of its interest in the Patents. In the event that the parties cannot reach agreement as to such compensation within 30 days of notice, the matter will be submitted to binding arbitration before a generally recognized arbitration organization chosen by Thirdspace, to be performed according to the rules of such organization, before a single arbitrator appointed by such organization, in a venue to be selected by Thirdspace, the costs of such arbitration proceeding (i.e., fees of the organization and arbitrator) to be paid by nCube.

If nCube does not bring a cause of action against SeaChange by July 1, 2001, this Agreement will terminate on that date.

Thirdspace and nCube hereby agree that any licensing of rights under the Patents, whether to SeaChange or to other third parties, will be on a non-assignable and non-transferable basis and will terminate upon merger, acquisition, or change in control of the licensed party.

Dated: November 26, 2000

nCUBE CORPORATION

By
Its


MICHAEL PAUL
PRESIDENT

Dated: November 14, 2000

THIRDSPACE

By
Its


CEO

Gray Cary/HV\7064266.1
1140417-902600

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS <i>James Ticker, Liquidator for Thirdspace Living Limited</i> (b) County of Residence of First Listed Plaintiff _____ (EXCEPT IN U.S. PLAINTIFF CASES) (c) Attorney's (Firm Name, Address, and Telephone Number) <i>A. Richard Winchester McCarter + English, LLP</i> <i>405 N. King St. Wilmington DE 19801 984-6300</i>	DEFENDANTS <i>Broadband Management Solutions, LLC</i> <i>C-Cor Corporation</i> County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED. Attorneys (If Known) _____
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II. BASIS OF JURISDICTION (Place an "X" in One Box Only) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only) <table style="width: 100%;"> <tr> <td style="width: 33%;">Citizen of This State</td> <td style="width: 33%;">PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1</td> <td style="width: 33%;">Incorporated or Principal Place of Business In This State</td> <td style="width: 33%;">PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td>PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td>PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td><input checked="" type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4	Citizen of Another State	PTF <input type="checkbox"/> 2 DEF <input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	PTF <input type="checkbox"/> 5 DEF <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF <input type="checkbox"/> 1 DEF <input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	PTF <input type="checkbox"/> 4 DEF <input checked="" type="checkbox"/> 4										
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Citizen or Subject of a Foreign Country	<input checked="" type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6 <input type="checkbox"/> 6										

IV. NATURE OF SUIT (Place an "X" in One Box Only)				
CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	FORFEITURE/PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN (Place an "X" in One Box Only)						
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify)	<input type="checkbox"/> 6 Multidistrict Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): <i>28 U.S.C. § 1332(a)(2)</i>
	Brief description of cause: <i>action to enforce a contract</i>

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23	DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	(See instructions): JUDGE _____	DOCKET NUMBER _____
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DATE <i>8/15/07</i>	SIGNATURE OF ATTORNEY OF RECORD <i>[Signature]</i>
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FOR OFFICE USE ONLY	RECEIPT # _____	AMOUNT _____	APPLYING IFP _____	JUDGE _____	MAG. JUDGE _____
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AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 07 - 500

ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 4 COPIES OF AO FORM 85.

8/15/2007
(Date forms issued)

Michael J. Lamm
(Signature of Party or their Representative)

Michael J. Lamm
(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action